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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

9 COORDINATED CARE CORPORATION
and COORDINATED CARE OF
10 WASHINGTON, INC.,

No.

11 Plaintiffs,

COMPLAINT IN INTERPLEADER

12 v.

13 QLIANCE MEDICAL GROUP OF
WASHINGTON PC d/b/a QLIANCE
14 MEDICAL GROUP OF WA PC d/b/a
QLIANCE MEDICAL GROUP OF WA
15 d/b/a QLIANCE MEDICAL GROUP OF
WASHINGTON; QLIANCE GLOBAL
16 MANAGEMENT CORPORATION;
QLIANCE MANAGEMENT INC. d/b/a
17 QLIANCE MANAGEMENT; QLIANCE
MEDICAL MANAGEMENT INC.; STATE
18 OF WASHINGTON DEPARTMENT OF
REVENUE; MERCHANT FUNDING
19 SERVICES LLC; SATURN FUNDING,
LLC; NEW ERA LENDING LLC; FIRST
20 PREMIER FUNDING, LLC; CHERYL
KILODAVIS; ERIKA BLISS MD; NH
21 ACQUISITION CORPORATION; EIN
CAP, INC.; GENERAL ELECTRIC
22 CAPITAL CORPORATION; GE HFS,
LLC; and CORPORATION SERVICE
23 COMPANY

Defendants.

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COMPLAINT IN INTERPLEADER - 1

1 Pursuant to 28 U.S.C. § 1335 and Fed. R. Civ. P. 22 and 67, Plaintiffs Coordinated Care
2 Corporation (“*CCC*”) and Coordinated Care of Washington, Inc. (“*CCW*,” and collectively with
3 *CCC*, the “*Plaintiffs*”) hereby files its Complaint in Interpleader against Qliance Medical Group
4 of Washington PC d/b/a Qliance Medical Group of WA PC d/b/a Qliance Medical Group of WA
5 d/b/a Qliance Medical Group of Washington; Qliance Global Management Corporation; Qliance
6 Management Inc. d/b/a Qliance Management; Qliance Medical Management Inc.; the State of
7 Washington Department of Revenue; Merchant Funding Services LLC; Saturn Funding LLC;
8 New Era Lending, LLC; First Premier Funding, LLC; Cheryl Kilodavis; Erika Bliss MD; NH
9 Acquisition Corporation; EIN Cap, Inc.; General Electric Capital Corporation; GE HFS, LLC;
10 and Corporation Service Company (collectively, the “*Defendants*”) and alleges the following:

11 **I. PARTIES**

12 1. Plaintiff CCC is a health maintenance organization duly licensed and validly
13 existing under the laws of the State of Washington, with its principal place of business in
14 Tacoma, Washington.

15 2. Plaintiff CCW is a Washington corporation with its principal place of business in
16 Tacoma, Washington.

17 3. Upon information and belief, Defendant Qliance Medical Group of Washington
18 PC d/b/a Qliance Medical Group of WA PC d/b/a Qliance Medical Group of WA d/b/a Qliance
19 Medical Group of Washington (“*Qliance WA*”) is a Washington professional service corporation
20 with its principal place of business in Seattle, Washington. Qliance WA formerly operated
21 medical clinics in Seattle, Bellevue, Kent, Lynwood and Tacoma, Washington but closed all of
22 its clinics on or about May 15, 2017.

23 4. Upon information and belief, Defendant Qliance Global Management Corporation
24 is a Washington corporation with its principal place of business in Seattle, Washington.

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COMPLAINT IN INTERPLEADER - 2

1 5. Upon information and belief, Defendant Qliance Management Inc. d/b/a Qliance
2 Management is an inactive Washington corporation with its principal place of business in the
3 State of Washington.

4 6. Upon information and belief, Defendant Qliance Medical Management Inc. is an
5 inactive Washington corporation with its principal place of business in the State of Washington.

6 7. Upon information and belief, Defendant the State of Washington Department of
7 Revenue is a governmental entity of the State of Washington.

8 8. Upon information and belief, Defendant Merchant Funding Services LLC is a
9 Florida limited liability company with its principal place of business in the State of Florida.

10 9. Upon information and belief, Defendant Saturn Funding LLC is a Nevada limited
11 liability company with its principal place of business in the State of New York.

12 10. Upon information and belief, Defendant New Era Lending, LLC is a Delaware
13 limited liability company with its principal place of business in the State of Delaware.

14 11. Upon information and belief, Defendant First Premier Funding, LLC is a
15 Delaware limited liability company with its principal place of business in the State of Delaware.

16 12. Upon information and belief, Defendant Cheryl Kilodavis is a current or former
17 officer, employee and/or shareholder of Qliance WA who resides in the greater Seattle area in
18 the State of Washington.

19 13. Upon information and belief, Defendant Erika Bliss MD is a current or former
20 officer, employee and/or shareholder of Qliance WA who resides in the greater Seattle area in
21 the State of Washington.

22 14. Upon information and belief, Defendant NH Acquisition Corporation is a Florida
23 corporation with its principal place of business in the State of Florida.

24 15. Upon information and belief, Defendant EIN Cap, Inc. is a New York corporation
25 with its principal place of business in the State of New York.

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COMPLAINT IN INTERPLEADER - 3

1 16. Upon information and belief, Defendant General Electric Capital Corporation is a

2 Delaware corporation with its principal place of business in the State of Connecticut.

3 17. Upon information and belief, Defendant GE HFS, LLC is a Delaware limited

4 liability company with its principal place of business in the State of Maryland.

5 18. Upon information and belief, Defendant Corporation Service Company is a

6 Delaware corporation with its principal place of business in the State of Delaware.

7 **II. JURISDICTION AND VENUE**

8 19. This Court has subject-matter jurisdiction over this interpleader action pursuant to

9 28 U.S.C § 1335 because two or more of the Defendants are of diverse citizenship and are

10 adverse claimants to money or property in an amount in excess of \$500.

11 20. Venue is proper in the U.S. District Court, Western District of Washington,

12 pursuant to 28 U.S.C. §§ 1397 and 1391(b)(2) because a defendant resides in the district and a

13 substantial part of the events giving rise to this action occurred in the district.

14 **III. ALLEGATIONS**

15 21. CCC and Qliance WA are parties to a now terminated group provider agreement

16 (the “*Agreement*”), pursuant to which Qliance WA provided or arranged for the provision of

17 certain medical services to persons enrolled in a health benefit plan issued or administered by

18 CCC. The Plaintiffs have accrued an obligation to Qliance WA under the Agreement in the

19 amount of \$144,825.00 (the “*Obligation*”).

20 22. The Plaintiffs desire to pay the Obligation at this time but have received notices of

21 competing claims and demands for payment of the Obligation (the “*Payment*”) from certain of

22 the Defendants and has otherwise been notified that the remaining Defendants may also have

23 secured, superior or otherwise competing claims or rights to the Payment proceeds (the

24 “Funds”), either in their own capacities or as agents for other creditors of Qliance WA.

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COMPLAINT IN INTERPLEADER - 4

1 **IV. CAUSE OF ACTION IN INTERPLEADER**

2 23. The Plaintiffs admit that the Obligation has accrued and is payable pursuant to the
3 Agreement and the Plaintiffs are ready, willing, and able to make the Payment to the person or
4 persons legally entitled thereto, but the Plaintiffs are aware that there are multiple competing
5 rights and claims to the Funds, and if the Plaintiffs make the Payment to any such competing
6 claimants, they could be subject to multiple liabilities from the other claimants.

7 24. The Plaintiffs bring this Complaint in Interpleader in good faith and without
8 collusion with any Defendant. The Plaintiffs have no interest in the aforementioned Funds, or
9 any part thereof, except for their request that the Court award them, out of the Funds, an amount
10 equal to the reasonable attorneys' fees and costs they incurred in bringing this action.

11 25. As soon as allowed by the Court, the Plaintiffs will deposit the Funds with the
12 Clerk of the Court.

13 26. By this Complaint, the Plaintiffs request that the Court (a) declare that this action
14 is a proper cause in interpleader; (b) order that the Defendants, and each of them, answer this
15 complaint and litigate between themselves their respective claims and rights to the Funds;
16 (c) decline to release the Funds until such time as the Defendants' respective rights to the Funds
17 are finally decided; (d) declare that upon the deposit of the Funds with the Clerk of the Court, the
18 Plaintiffs will have performed the Obligation and order that the Plaintiffs be released, discharged
19 and forever acquitted from any and all liability of any kind or nature whatsoever to any of the
20 Defendants on account of the Obligation, the Payment, the Funds, and the claims of each of the
21 Defendants relating thereto; and (e) enjoin the Defendants from bringing or pursuing any
22 unknown, pending, or future legal proceedings against the Plaintiffs based on issues arising from
23 or related to the Obligation, the Payment, the Funds, or this matter.

24 27. The Plaintiffs incurred reasonable attorneys' fees and costs as a result of these
25 proceedings and hereafter may incur additional fees and costs. Such attorneys' fees and costs are
26 and should be a legal charge upon the Funds.

COMPLAINT IN INTERPLEADER - 5

1 WHEREFORE, the Plaintiffs requests judgment as follows:

2 A. For a declaration that this action is a proper cause in interpleader;

3 B. That the Defendants, and each of them, be ordered to answer this Complaint and

4 litigate between themselves their respective claims and rights to the Payment;

5 C. That the Court decline to release the Payment deposited by the Plaintiffs until this
6 interpleader action is finally decided;

7 D. That the Court declare that, upon the deposit of the Funds with the Clerk of the
8 Court, the Plaintiffs will have performed the Obligation;

9 E. That CCC be released, discharged and forever acquitted from any and all liability
10 of any kind or nature whatsoever to any of the Defendants with respect to the Obligation, the
11 Payment, the Funds and the claims of each of the Defendants related thereto;

12 F. That this Court enjoin the Defendants from bringing or pursuing any unknown,
13 pending, or future proceedings against CCC in any court based on issues arising from or related
14 to the Obligation, the Payment, the Funds, or this matter;

15 G. For the Plaintiffs' reasonable attorneys' fees, costs and disbursements incurred
16 herein, payable upon submission to this Court of an accounting of the same; and

17 H. For such other and further relief as the Court may deem proper.

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19 DATED: August 4, 2017

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